

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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HARTFORD FIRE INSURANCE COMPANY as
subrogor of Lycee Francais De New York,

Plaintiff,

-against-

MAYRICH CONSTRUCTION CORP., LANGAN
ENGINEERING & ENVIRONMENTAL SERVICES,
INC., F.J. SCIAME CONSTRUCTION CO., INC.,
POLSHEK PARTNERSHIP, LLP & CANTOR
SEINUK GROUP, INC.,

Defendants.
----- X

07 Civ. 4084 (SHS) (AJP)

**POLSHEK PARTNERSHIP,
LLP'S REPLY TO MAYRICH
CONSTRUCTION CORP.
AND F.J. SCIAME
CONSTRUCTION CO.
INC.'S CROSS-CLAIMS**

Defendant Polshek Partnership, LLP ("Polshek"), by its attorneys Zetlin & De
Chiara LLP, as and for its Reply to the Cross-Claims of Defendants Mayrich Construction Corp.
("Mayrich") and F.J. Sciame Construction Co., Inc. ("Sciame") respectfully alleges and says as
follows:

**ANSWER TO MAYRICH AND SCIAME'S CROSS-CLAIM
FOR CONTRIBUTION AND/OR INDEMNIFICATION AGAINST CO-DEFENDANTS
LANGAN ENGINEERING & ENVIRONMENTAL SERVICES, INC., POLSHEK
PARTNERSHIP, LLP AND CANTOR SEINUK GROUP, INC.**

1. Denies each and every allegation contained in the first Cross-Claim of
Mayrich and Sciame's Answer to the Complaint ("Answer") for contribution and/or
indemnification against the co-defendants to the extent they are directed at Polshek and denies
knowledge or information sufficient to form a belief as to the truth of the balance of the
allegations contained in the first Cross-Claim.

**ANSWER TO MAYRICH AND SCIAME'S CROSS-CLAIM
FOR INDEMNIFICATION AGAINST CO-DEFENDANTS LANGAN
ENGINEERING & ENVIRONMENTAL SERVICES, INC., POLSHEK
PARTNERSHIP, LLP AND CANTOR SEINUK GROUP, INC.**

2. Denies each and every allegation contained in the second Cross-Claim of Mayrich and Sciame's Answer for indemnification against the co-defendants to the extent they are directed at Polshek and denies knowledge or information sufficient to form a belief as to the truth of the balance of the allegations contained in the second Cross-Claim.

**ANSWER TO MAYRICH AND SCIAME'S CROSS-CLAIM
FOR INDEMNIFICATION AGAINST CO-DEFENDANTS LANGAN
ENGINEERING & ENVIRONMENTAL SERVICES, INC., POLSHEK
PARTNERSHIP, LLP AND CANTOR SEINUK GROUP, INC.**

3. Denies each and every allegation contained in the third Cross-Claim of the Mayrich and Sciame's Answer for indemnification against the co-defendants to the extent they are directed at Polshek and denies knowledge or information sufficient to form a belief as to the truth of the balance of the allegations contained in the third Cross-Claim.

AS AND FOR A FIRST AFFIRMATIVE DEFENSE

The Court lacks subject matter jurisdiction over this controversy.

AS AND FOR A SECOND AFFIRMATIVE DEFENSE

Mayrich and Sciame's Cross-Claims fail to state a claim upon which relief may be granted.

AS AND FOR A THIRD AFFIRMATIVE DEFENSE

Mayrich and Sciame's Cross-Claims against Polshek are barred by Mayrich and Sciame's contributory negligence.

AS AND FOR A FOURTH AFFIRMATIVE DEFENSE

Some or all of Mayrich and Sciame's Cross-Claims against Polshek are barred by the applicable Statute of Limitations.

AS AND FOR A FIFTH AFFIRMATIVE DEFENSE

Mayrich and Sciame's Cross-Claims against Polshek are barred, in whole or in part, by payment, waiver, laches, estoppel and/or release.

AS AND FOR A SIXTH AFFIRMATIVE DEFENSE

Whatever damages Mayrich and Sciame may have sustained or may sustain, as alleged in the Cross-Claims, all of which are denied by Polshek, were or will have been caused in whole or in part by the culpable conduct of Mayrich and Sciame and/or other parties. The amount of damages recovered, if any, shall therefore be diminished in the proportion which the culpable conduct, attributable to Mayrich and Sciame and/or such other parties bears to the culpable conduct which caused these alleged damages.

AS AND FOR AN SEVENTH AFFIRMATIVE DEFENSE

The damages alleged in Mayrich and Sciame's Cross-Claims against Polshek were caused or will be caused by the culpable conduct of some third person or persons over whom Polshek neither had nor exercised control.

AS AND FOR A EIGHTH AFFIRMATIVE DEFENSE

Mayrich and Sciame's Cross-Claims are barred because they lack of privity with Polshek or the functional equivalent thereof.

AS AND FOR A NINTH AFFIRMATIVE DEFENSE

Mayrich and Sciame's cross-claims are barred by the terms of Polshek's agreement for the Project.

WHEREFORE, Defendant Polshek demands judgment,

- (a) Dismissing Mayrich and Sciame's Cross-Claims in their entirety;
- (b) Awarding Polshek all its attorneys' fees, disbursements, and costs incurred in defending Mayrich and Sciame's Cross-Claims; and
- (c) Granting such other and further relief as to this Court seems just and proper.

Dated: New York, New York
August 17, 2007

ZETLIN & DE CHIARA LLP

By: 

Bill P. Chimo, Esq. (BC-9381)

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